United States Bankruptcy Court for the Southern District of Texas  Compute North Holdings, Inc. Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4421  Beaverton, OR 97076-4421  Name of Debtor: Compute North LLC Case Number: 22-90275		To submit your form online please go to https://epiqworkflow.com/cases/CPN  RECEIVED  FEB 2 4 2023		
			Compu	USBC - Southern District of Texas Let North Holdings, Inc., Et al (B10) 273 (Mi) 0000000045
Proof of Claim (Offici Read the instructions before filling out the under 503(b)(9), do not use this form to not fillers must leave out or redact information documents that support the claim, such as mortgages, and security agreements. Do explain in an attachment.  A person who files a fraudulent claim coul fill in all the information about the claim.  Part 1: Identify the Claim  1. Who is the current creditor?	is form. This form is for make a request for payment on that is entitled to privacy or spromissory notes, purchase not send original documents; id be fined up to \$500,000, in a so of the date the case was	of an administrative in this form or on any orders, invoices, ite they may be destro inprisoned for up to 5	expense. Make such a attached documents. mized statements of ru yed after scanning. If the syears, or both. 18 U.S. in the notice of bankrup	Attach redacted copies of any inning accounts, contracts, judgments, ne documents are not available,  S.C. §§ 152, 157, and 3571.
Other names the creditor (the person or en  Other names the creditor used with the debtor  2. Has this claim been acquired from some  3. Where should notices and payments to the	r:	rom whom?		4. Does this claim amend one already filed?
Where should notices to the creditor be sent?  Adam Swick  Name	(if different ULUCH Name	uld payments to the cr )  CTECHNOLOGY F Northweald Lane		□ No  Yes. Claim number on court claims register (if known) 10109; 10151  Filed on 11/22/22; 11/25/22  MM / DD / YYYY
500 West 5th Street, Ste 1210           Number         Street           Austin         TX         7870           City         State         ZIP C           Country (if International):	Country (if Contact pho	one: 0757985200 david.zhang@	KT2 5GN ZIP Code GLAND 0	5. Do you know if anyone else has filed a proof of claim for this claim?  No  Yes. Who made the earlier filing?
Contact email:	Claim as of the Date the Case	ail:		
6. Do you have any number you use to identify the debtor?  ☐ No  ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:  7 1 8 5	7. How much is the claim?  S 1,726,759.91  Does this amount include intercharges?  ✓ No  ☐ Yes. Attach statement iter expenses, or other charges ankruptcy Rule 3001	rest or other nizing interest, fees, arges required by	personal injury or wrong copies of any document	money loaned, lease, services performed, gful death, or credit card. Attach redacted is supporting the claim required by Bankruptcy losing information that is entitled to privacy, rmation.

9. Is all or part of the claim s	ecured?		10. Is this claim based on a lease?	11. Is this claim st	ibject to a right of setoff?
⊠ No		DX No	Ď No		
☐ Yes. The claim is secured Nature of property:	d by a lien o	n property.	☐ Yes. Amount necessary to cure any default as of the date of petition.	☐ Yes. Identify th	e property:
Real estate. If the claim is residence, file a Mortgage Pro	of of Claim		12. Is all or part of the claim entitled to under 11 U.S.C. § 507(a)?	priority	A claim may be partly priority and partly nonpriority. For example, in
410-A) with this Proof of Claim.  □ Motor vehicle		IX No		some categories, the law limits the amount entitled to priority.	
			☐ Yes. Check one:		amount critica to priority.
Other. Describe:			La res. Once one.		Amount entitled to priority
Basis for perfection:			☐ Domestic support obligations (incluchild support) under 11 U.S.C. § 507(a)	_	\$
Attach redacted copies of doc perfection of security interest certificate of title, financing st shows the lien has been filed	(for example tatement, or	le, a mortgage, lien, other document that	☐ Up to \$3,350* of deposits toward p rental of property or services for person household use. 11 U.S.C. § 507(a)(7).		<b>s</b>
2110M2 (tie liet) tig2 occurred	or recorded	•	☐ Wages, salaries, or commissions (up	to \$15,150°)	\$
Value of property:	\$	<u> </u>	earned within 180 days before the ban		•
Amount of the claim that is s	aourad: (	<b>5</b>	filed or the debtor's business ends, whi	chever is earlier.	_
Amount of the claim that is s	ccured	<u></u>	11 U.S.C. § 507(a)(4).		S
Amount of the claim that is u			☐ Taxes or penalties owed to governn 11 U.S.C. § 507(a)(8).	nental units.	s
amount in line 7.)			☐ Contributions to an employee bend 507(a)(5).	fit plan. 11 U.S.C. §	
Amount necessary to cure an	y :			C 5 507 (a)/	S
default as of the date of the	peution: 5		<ul> <li>Other. Specify subsection of 11 U.s.</li> <li>that applies.</li> </ul>	s.c. 9 507 (a)( )	
Annual Interest Rate (when co	ase was file	d)%  ☐ Fixed ☐ Variable		on 4/01/25 and every	3 years after that for cases begun on or
13. Does this claim qualify as	s an Adminis	strative Expense under 11 U.S	.C. § 503(b)(9)?		
☐ Yes. Amount that qualifie	s as an Adm	ninistrative Expense under 11	U.S.C. § 503(b)(9): S		
Part 3: Sign Below					
The person completing	Check the	appropriate box:			
this proof of claim must	i⊠ lam t	he creditor.			
sign and date it. FRBP 9011(b).	☐ lam t	ne creditor's attorney or authorized agent.			
	☐ lam t	☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.			
If you file this claim electronically, FRBP	☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.				
5005(a)(2) authorizes courts to establish local	I understa	nd that an authorized signatu	re on this Proof of Claim serves as an ackr my payments received toward the debt.	nowledgment that who	en calculating the amount of the claim,
rules specifying what a signature is.	Į.	_	Proof of Claim and have a reasonable bel	ef that the information	n is true and correct.
	I declare u	inder penalty of perjury that t	he foregoing is true and correct.		
A person who files a fraudulent claim could be		- 64 /		71.00	
fined up to \$500,000, imprisoned for up to 5	Executed	on date <u>01/24/2</u> MM/DD/YYY	2023 Kony Y Signature	Thany	
years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Print the r	name of the person who is co	mpleting and signing this claim:		
	Name	Rong		hang	
		First name	Middle name La	st name	
	Title	·			<del></del>
	Company				
		Identify the corporate service	er as the company if the authorized agent	is a servicer.	
	Address	49 Northweald Lane			
		Number Street			
		Kingston Upon Thame	s ENGLAND	KT2 5GN	
		City	State	ZIP Code	<del></del>
		+447579852000	david	.zhang@uluckglo	bal.co.ukl
	Contact Pl	none	Email		

# Official Form 410 - Instructions for Proof of Claim

United States Bankruptcy Court

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571

## How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form. The full list of debtors is provided under the general information section on the Claims Agent's website: https://dm.epiq11.com/case/CPN.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of redaction below.)
  - Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do notattach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doc, parent, 123 Main St, City, State). See Bankruptcy Rule 9037.

## Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re: 
\$ Chapter 11
\$ COMPUTE NORTH HOLDINGS, INC., et al 1 \$ Case No. 22-90273 (MI)

Debtors.

(Jointly Administered)

# ADDENDUM TO SECOND AMENDED PROOF OF CLAIM

- 1. ULUCK Technology PTE Ltd. ("<u>ULUCK</u>") filed its original proof of claim on November 22, 2022 (Claim No. 10109).
- 2. ULUCK filed an amended proof of claim on November 25, 2022 (Claim No. 10151) ("First Amended Claim").
- 3. Compute North LLC ("Compute North") and ULUCK entered into a Master Agreement dated July 14, 2021 with attached Order Form (the "Master Agreement"). The Master Agreement is attached hereto as **Exhibit A**. The Master Agreement contemplated that Compute North would store, provide certain mining services, and power 300 miners for a five-year term with energy provided at \$0.059 per kwh, with an anticipated daily rate of \$1,345.76 for a total service fee of \$2,422,368.00. Pursuant to the Master Agreement, ULUCK paid a deposit of \$83,145.98 on July 23, 2021. The receipt for this payment is attached hereto as **Exhibit B**.
- 4. Relying on the Master Agreement, ULUCK purchased 300 miners from Apexto Technology CO., Ltd. for a total price of \$815,000 in March 2022.

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors' service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

5. Pursuant to the Master Agreement, ULUCK sent 190 miners to Compute North,

which arrived in the United States to Compute North's facility from China ahead of the

anticipated start date of April 2022. The cost to send the miners to Compute North was

\$42,679.73. The receipts for shipping and duties are attached hereto as Exhibit C.

Once ULUCK heard of this bankruptcy case, it contacted Compute North who

told ULUCK that its operation location was not in bankruptcy and the Master Agreement would

not be affected. Accordingly, ULUCK was forced to wait while its miners deteriorated in value

and the price of energy skyrocketed. ULUCK also had to store the remaining 110 miners until

Compute North began operations. The cost to store these 110 miners has been \$21,350. The

receipt for these storage fees is attached as Exhibit D.

6.

7. Despite these representations, Compute North never provided any services under

the Master Agreement and ultimately rejected the Master Agreement.

8. The Debtor informed ULUCK that its miners are held in Houston with MVP

Logistics LLC. MVP has demanded payment (and ULUCK has agreed to pay) of \$3,337.00 for

storage for 190 of ULUCK's miners. Compute North is responsible for these fees pursuant to the

Master Agreement. MVP's invoice is attached as Exhibit E.

9. The remaining 300 miners quickly deteriorated in value. When purchased, the

total value of the miners was \$815,000: M20S/65T (100 units) at \$3,150.00 each and M21S/56T

(200 units) at \$2,500.00. Just by October, the miners were only worth \$207,700: M20S/65T

(100 units) at \$845.00 each and M21S/56T (200 units) at \$616.00 each. The prices for these

miners in March and October 2022 are attached hereto as Exhibit F.

Addendum to Second Amended Proof of Claim

10. Further, energy prices rose 40% after the Parties executed the Master Agreement so ULUCK would have to pay 40% more as of the petition date to obtain the services as contemplated by the Master Agreement, i.e., an extra \$968,947.20.

# 11. ULUCK's total claim:

• Deposit: \$83,145.98

• Shipping fees: \$42,679.73

• Storage fees: \$21,350

• Charge from MVP Logistics: \$3,337.00

• Value lost from purchasing miners in March to receipt back \$607,300.00

• Replacement opportunity cost: 968,947.20

• Total Claim: \$1,726,759.91

# EXHIBIT A



## **MASTER AGREEMENT**

This Master Agreement (the "Agreement"), dated Jul 14, 2021 , is between Compute North LLC ("Compute North") and Uluck Technology Pte.Ltd. ("Customer"). In consideration of the promises set forth below, the parties agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Compute North shall provide, and Customer shall pay for, the colocation, managed and other services (the "Services") for Customer's equipment (the "Equipment") identified on the order form attached hereto as Exhibit A, as may be updated in writing and duly signed by Customer and Compute North from time to time (the "Order Form"). Compute North shall provide the Services consistent with, and as more fully described in, its customer handbook (the "Customer Handbook"), available at <a href="https://www.computenorth.com/handbook-sla.pdf">www.computenorth.com/handbook-sla.pdf</a> and incorporated herein, as Compute North may update from time to time in is sole discretion.

#### 2. Colocation Services.

- 2.1. <u>Colocation Facility</u>. Compute North will provide cryptocurrency mining facility, including rack space, electrical power, ambient air cooling, internet connectivity and physical security ("Colocation Services") for the Equipment at the Compute North facility specified the Order Form (the "Facility") in accordance with the Customer Handbook.
- 2.2. <u>Acceptable Use Policy</u>. Customer's receipt of Colocation Services and its use of Equipment under this Agreement is subject to Customer's compliance with Compute North's then-current Acceptable Use Policy, available at <a href="https://www.computenorth.com/acceptable-use-policy">www.computenorth.com/acceptable-use-policy</a> and incorporated herein, as Compute North may update from time to time in its sole discretion.
- 2.3. <u>Customer Portal</u>. Compute North will provide Customer with access to its customer portal (the "Customer Portal"). Customer's access to and use of the Customer Portal is subject to, and Customer agrees to be bound by, Compute North's Terms of Use, available at <a href="https://www.computenorth.com/terms-of-use/">www.computenorth.com/terms-of-use/</a> and incorporated herein, as Compute North may update from time to time in its sole discretion. All written notices required by Customer under this Agreement shall be submitted using the Customer Portal.
- 2.4. <u>Transfer of Equipment</u>. Customer shall provide prompt written notice to Compute North if it transfers legal title to any Equipment to a third party. In the event of such a transfer, Customer shall remain obligated to pay Compute North the Monthly Service Fees for the transferred Equipment for the remainder of the term applicable to such Equipment (the "Equipment Term") unless and until such Equipment is placed into service under, and is subject to, a collocation agreement between the acquiring third party and Compute North, which shall be at Compute North's sole discretion.
- 2.5. <u>Transfer of Services</u>. Customer may not sublicense, assign, delegate or otherwise transfer its receipt of Colocation Services under this Agreement to any third party without Compute North's express written consent, which Compute North may withhold in its sole discretion. In the event Compute North gives consent, Customer shall remain fully responsible and liable to Compute North for the performance of all of Customer's obligations under this Agreement, and under no circumstances shall Compute North be deemed to be providing any Colocation Services to any third party for Customer or on its behalf.

## 3. Managed Services.

- 3.1. <u>Managed Services</u>. Compute North will provide managed services for the Equipment as elected on the Order Form ("Managed Services"). Compute North will provide Managed Services in a professional and workmanlike manner consistent with the Customer Handbook. If Customer does not elect Managed Services, Customer shall be solely responsible for configuring and maintaining the Equipment remotely via VPN.
- 3.2. <u>Third-Party Management</u>. Customer shall notify Compute North if it engages a third party to provide services on its behalf with respect to the Equipment. Customer shall be fully responsible and liable to Compute North under this Agreement for any acts or omissions by any third-party service provider acting for or on its behalf.



4. Hardware Acquisition. Compute North agrees to sell to Customer, and Customer agrees to buy from Compute North, such hardware, if any, elected on the Order Form ("Acquired Hardware"). A deposit equal to fifty percent (50%) of the fee set forth on the Order Form (the "Hardware Deposit") shall be due and payable as of the date on which Compute North and Customer have both executed the Order Form, with the remaining amount due and payable by the earlier of (a) the date on which Compute North notifies Customer that the Acquired Hardware has been shipped or (b) thirty (30) days after the Hardware Deposit. Legal title to the Acquired Equipment only shall transfer to Customer when the fee for the Acquired Hardware is paid in full. The Acquired Hardware shall be Equipment subject to this Agreement upon its delivery to the Facility. Customer solely shall be responsible for determining whether the Acquired Hardware is fit and suitable for its particular purposes. Customer acknowledges that no warranty, express or implied, is provided by Compute North for any Acquired Hardware and agrees that the only warranties associated therewith are the warranties, if any, offered or made by the manufacturers thereof.

### 5. Term and Termination.

- 5.1. <u>Term.</u> This Agreement shall be effective as of the date on which it has been executed by both Compute North and Customer (the "**Effective Date**"), and shall remain in effect for the remainder of any Equipment Term set forth on the Order Form. The Equipment Term for the Equipment shall commence as of the date Compute North notifies Customer in writing that such Equipment has been received and turned on by Compute North.
- 5.2. <u>Equipment Return</u>. Upon Customer's written request, and provided Customer has paid all amounts then due and owing under this Agreement, Compute North shall decommission and return the corresponding Equipment to Customer upon the expiration of an Equipment Term as provided in Section 9.4.
- 5.3. <u>Termination for Cause</u>. Compute North may terminate this Agreement for cause immediately upon written notice to Customer if Customer: (a) fails to make anypayment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill anycovenant or provision of this Agreement, and any such matter is not cured within ten (10) days after written notice from Compute North; (c) enters into bankruptcy, dissolution, financial failure or insolvency; or (d) enters into an assignment, sale or merger with a third party, unless approved in writing in advance by Compute North (each, a "Default").
- 5.4. Effect of Default. In the event of a Default by Customer, Compute North shall have the right, but not the obligation, to terminate this Agreement on written notice to Customer, and Customer shall pay immediately to Compute North all amounts then owed under this Agreement and, as liquidated damages and not a penalty, all amounts due for theremainder of the applicable term of the Agreement. If Customer fails to make any such payments, in addition to any other rights and remedies it may have, Compute North shall have the right to (a) sell or retain possession of, (b) reconfigure for Compute North's use, or (c) remove and store at Customer's expense, all or any portion of the Equipment without any cost, obligation or liability of Compute North to Customer.

## 6. Fees and Payment.

- 6.1. <u>Initial Fees</u>. The Initial Setup Fees and Initial Deposit set forth on the Order Form and any Hardware Deposit shall be due and payable as of the date on which Compute North and Customer have both executed the Order Form. The Initial Setup Fees, Initial Deposit and Hardware Deposit are non-refundable and non-transferrable under any circumstance.
- 6.2. <u>Monthly Fees</u>. On the first day of every month during the Term of this Agreement, Customer shall pay Compute North the Monthly Service Fees and Monthly Package Fees (collectively, the "Fees") set forth on the Order Form. Compute North reserves the right to adjust the Monthly Service Fees if the configuration or performance of the Equipment differs materially from that stated on the Order Form, as reasonably determined by Compute North.
- 6.3. <u>Taxes</u>. All amounts payable by Customer under this Agreement are exclusive of, and Customer shall solely be responsible for paying, all taxes, duties and fees, including federal, state and local taxes on manufacture, sales, gross income, receipts, occupation and use, not based on Compute North's income that arise out of this Agreement.



- 6.4. <u>Payment Method</u>. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers by Compute North from an account established by Customer at a United States bank designated by Customer (the "Payment Account"). Customer hereby agrees to execute and deliver to Compute North or its ACH payment agent an authorization agreement authorizing Compute North to initiate ACH transfers from the Payment Account to Compute North in the amounts required or permitted under this Agreement. For as long as this Agreement remains effective, Customer shall be responsible for all costs, expenses or other fees and charges incurred by Compute North as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the Payment Account or otherwise. Any other payment method must be pre-authorized by Compute North and will be subject to a fee.
- 6.5. <u>Service Credits</u>. All requests for service credits will be governed by the then-current Compute North credit policy published at <u>www.computenorth.com/credit-request</u>. All requests for service credits must be submitted to Compute North online via this link.
- 7. Security Interest. Customer hereby grants a security interest in the Equipment and Acquired Hardware in favor of Compute North to secure the obligations of Customer under this Agreement. Compute North may, at such time as it determines appropriate, file a UCC 1 Financing Statement in such places as it determines to evidence the security interest granted by Customer to Compute North under this Agreement. Customer represents and warrants that it has not granted a security interest in the Equipment or Acquired Hardware in favor of a third party priority over the security interest granted to Compute North herein.

## 8. Network and Access.

- 8.1. Network. Compute North will provide a minimum of 100 mbps of local network connectivity to each piece of Equipment on a single Ethernet segment. Customer may elect to use Compute North's standard firewall and Dynamic Host Configuration Protocol ("DHCP") services by notifying Compute North in writing. Customer is solely responsible for all network and device security, including providing an appropriate firewall and managing passwords. Customer acknowledges and agrees that Compute North may monitor Customer's network usage and traffic and Customer hereby authorizes Compute North to access, collect and use data relating to the Equipment and Customer's use thereof.
- 8.2. <u>Access.</u> Only those persons specifically authorized by Compute North in writing may access the Facility. Compute North may deny or suspend Customer's access to the Equipment based on Compute North's then-current Security Policies and Procedures, which include, but are not limited to:
  - 8.2.1. All access into the Facility must be supervised by a Compute North representative;
  - 8.2.2. Customer shall provide two (2) day' written notice to Compute North prior to any maintenance or repair of the Equipment;
  - 8.2.3. Customer shall perform Equipment maintenance and repairs during normal business hours (Monday-Friday, 7AM 6PM Central Time);
  - 8.2.4. Customer may request immediate or after-hour access to the Facility to perform emergency maintenance. Compute North will make every reasonable attempt to accommodate Customer's after-hour emergency access requests. Customer shall be solely responsible for any damage or loss caused by anyone acting for or on its behalf while at the Facility.
- 8.3. <u>Hazardous Conditions</u>. If, in the reasonable discretion of Compute North, any hazardous conditions arise on, from, or affecting the Facility, whether caused by Customer or a third party, Compute North is hereby authorized to suspend service under this Agreement without subjecting Compute North to any liability.
- 8.4. <u>Demand Response/Load Resource Participation Program</u>. Customer acknowledges and understands that Compute North participates in various Demand Response/Load Resource Participation Programs ("LRP Program") at its facilities. As set forth in the Customer Handbook, the LRP Program provides the local grid operator with the capability to shut off the power load serving Compute North customers in response to emergency load situations. Customer agrees that the Fees reflect Compute North's participation in the LRP Program and that Compute North shall have no liability to Customer for any actions or omissions due to or resulting from its participation in the LRP Program.



### 9. Pause and Reactivation.

- 9.1. <u>Equipment Pause</u>. At Compute North's sole discretion, and provided that Customer has paid all amounts then due and owing under this Agreement, Compute North may permit Customer may pause and suspend Services for specified Equipment ("Paused Equipment"). The pause shall remain in effect until the earlier of (i) the six (6) month anniversary of the date upon which Services were paused and suspended and (ii) the date upon which Customer gives written notice to Compute North that it intends to resume use of the Paused Equipment. If Customer does not resume use of the Paused Equipment by the six (6) month anniversary of the date upon which Services were paused, Customer agrees that legal title to the Equipment shall transfer to Compute North and this Agreement shall be deemed terminated with respect to such Equipment.
- 9.2. Reconfiguration. While Services are paused, Compute North may reconfigure and use the Paused Equipment for and on its own behalf. Such use may include revoking Customer's access to the Paused Equipment and reconfiguring the Paused Equipment so that all profits accrue to Compute North's benefit without owing any compensation, payment or other consideration to Customer. Compute North also may remove and store at Customer's risk and expense all or a portion of the Equipment and provide the space previously occupied thereby to a third party without any cost, obligation or liability to Customer. Customer acknowledges and agrees it is and shall remain solely liable for the Paused Equipment at all times during which service is paused and suspended and that Compute North shall not have any liability to Customer for its use of the Paused Equipment or for any loss, deletion or corruption of Customer's data or files on the Paused Equipment.
- 9.3. <u>Fees During Pause</u>. Upon reconfiguration of the Paused Equipment by Compute North, Customer shall not owe Fees with respect thereto. Customer otherwise shall remain liable to Compute North for all amounts due and payable with respect to the Paused Equipment, and the Equipment Term for such Paused Equipment shall be extended by a like period.
- 9.4. <u>Reactivation</u>. Within five (5) business days of receiving written notice from Customer, Compute North shall reconfigure the identified Paused Equipment for Customer's use. Customer shall pay Compute North its thencurrent Setup Fee for each device reconfigured for Customer's use, which shall be due and payable to Compute North with its next monthly invoice following reconfiguration.

## 10. Removals and Relocation of Equipment.

- 10.1. Relocation. Compute North may require Customer to relocate the Equipment within the facility or to another Compute North facility upon twenty (20) days' prior written notice to Customer, provided that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Notwithstanding the foregoing, Compute North shall not arbitrarily or capriciously require Customer to relocate the Equipment. If the Equipment is relocated according to this Section, the reasonable costs of relocating the Equipment and improving the Facility to which the Equipment will be relocated shall be borne by Compute North.
- 10.2. <u>Interference</u>. If at any time the Equipment causes unacceptable interference to existing or prospective Compute North customers or their Equipment in Compute North's reasonable opinion, Compute North may require Customer to remove or relocate the Equipment at Customer's sole expense. If Customer is unable to cure such interference by relocating the Equipment, Compute North may terminate this Agreement without further obligation to Customer under this Agreement.
- 10.3. <u>Emergency</u>. In the event of an emergency, as determined in Compute North's reasonable discretion, Compute North may rearrange, remove, or relocate the Equipment without any liability to Compute North. Notwithstanding the foregoing, in the case of emergency, Compute North shall provide Customer, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Equipment.
- 10.4. <u>Equipment Return</u>. Provided that Customer has paid all amounts then due and owing under this Agreement, Compute North shall decommission and make the corresponding Equipment available to Customer for pickup at, or shipment from, the Facility within five (5) business days of Customer's written request. Customer shall be responsible for packing and removing the Equipment from the Facility at its sole cost, expense and risk within seven (7) business days of the date on which Compute North notifies Customer that the Equipment is available for return. If Customer does not remove the Equipment as provided herein, Customer agrees that legal title to the



Equipment shall transfer to Compute North. Customer shall remain liable to Compute North for all amounts due for the remainder of the applicable Equipment Term for such Equipment, if any.

## 11. Customer Responsibilities.

- 11.1. <u>Compliance with Laws</u>. Customer's use of the Facility and the Equipment located at the Facility must at all times conform to all applicable laws, including international laws, the laws of the United States of America, the laws of the states in which Customer is doing business, and the laws of the city, county and state where the Facility is located.
- 11.2. <u>Licenses and Permits</u>. Customer shall be responsible for obtaining any licenses, permits, consents, and approvals from any federal, state or local government that may be necessary to install, possess, own, or operate the Equipment.
- 11.3. <u>Insurance</u>. Customer acknowledges that Compute North is not an insurer and Equipment is not covered by any insurance policy held by Compute North. Customer is solely responsible for obtaining insurance coverage for the Equipment. Customer shall have commercial general liability insurance for both bodily injury and property damage.
- 11.4. <u>Equipment in Good Working Order</u>. Except with respect to Acquired Hardware, Customer shall be responsible for delivering the Equipment to the Facility in good working order and suitable for use in the Facility. Customer shall be responsible for any and all costs associated with the troubleshooting and repair of Equipment received in non-working order, including parts and labor at Compute North's then-current rates. Compute North is not responsible in any way for installation delays or loss of profits as a result of Equipment deemed not to be in good working order upon arrival at Facility.
- 11.5. <u>Modification or Overclocking of Equipment</u>. Customer shall notify and obtain prior written approval from Compute North before any material modifications, alternations, firmware adjustments, over- or under-clocking, or other changes are made to Equipment ("Modified Equipment") that is intended to or might cause the Equipment's performance to deviate from the standard or factory specifications. If Compute North determines that any Equipment has been materially altered or modified without Compute North's prior written approval ("Non-Compliant Equipment"), it shall be an event of Default. In addition to any other right or remedy it might have, a Default pursuant to this Section shall subject Customer to a Non-Compliant Equipment fee equal to twenty-five percent (25%) of the monthly Fees for such Equipment for each month Equipment was non-compliant.
- 11.6. <u>Representations</u>. Customer represents and warrants that (i) it is properly constituted and organized, (ii) it is duly authorized to enter into and perform this Agreement, and (iii) the execution and delivery of this Agreement and its performance of its duties hereunder will not violate the terms of any other agreement to which it is a party or by which it is bound.
- **12. Common Carrier.** Compute North and Customer agree that Compute North is acting solely as a common carrier in its capacity of providing the Service hereunder and is not a publisher of any material or information. Furthermore, Compute North has no right or ability to censor materials or information traversed through Compute North's networks.
- 13. Warranty and Disclaimer. COMPUTE NORTH MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF SERVICES OR THE OPERATING TEMPERATURE OF THE FACILITY. THE SERVICES, THE FACILITY AND ANY ACQUIRED HARDWARE ARE PROVIDED "AS IS." COMPUTE NORTH DOES NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY AND OTHER CONDITIONS. COMPUTE NORTH MAKES NO WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WITH RESPECT TO GOODS AND SERVICES SUBJECT TO THIS AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF NONINFRINGEMENT AND (D) WARRANTY AGAINST INTERFERENCE. COMPUTE NORTH DOES NOT WARRANT THAT (A) THE SERVICE SHALL BE AVAILABLE 24/7 OR FREE FROM INTERRUPTION; (B) THE SERVICE OR ACQUIRED HARDWARE WILL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN; OR (C) THE SERVICE OR ACQUIRED HARDWARE WILL PROVIDE ANY FUNCTION NOT EXPRESSLY DESIGNATED AND SET FORTH HEREIN.



# 14. Limitation of Liability.

- 14.1. Customer understands and acknowledges that, in certain situations, Services and Equipment functionality may be unavailable due to factors outside of Compute North's control. This includes, but is not limited to force majeure, weather, network failures, pool operator failures, denial of service attacks, currency network outages, hacking or malicious attacks on the crypto networks or exchanges, power outages, or Acts of God. COMPUTE NORTH SHALL HAVE NO OBLIGATION, RESPONSIBILITY, OR LIABILITY FOR ANY OF THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE EQUIPMENT FUNCTIONALITY CAUSED BY FACTORS OUTSIDE OF COMPUTE NORTH'S REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES WHATSOEVER; (C) ANY LOST REVENUE TO CUSTOMER DURING OUTAGES, EQUIPMENT FAILURES, ETC.; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER COMPUTE NORTH'S CONTROL; OR (E) DAMAGES RESULTING FROM EQUIPMENT OR ANY THIRD PARTY EQUIPMENT.
- 14.2. IN NO EVENT SHALL COMPUTE NORTH BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OF ANY KIND OR NATURE

WHATSOEVER, ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION, OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE THAT MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF COMPUTE NORTH PURSUANT TO THIS AGREEMENT. COMPUTE NORTH'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY COMPUTE NORTH FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

- 14.3. <u>Remedy</u>. Customer's sole remedy for Compute North's non-performance of its obligations under this Agreement shall be a refund of any fees paid to Compute North for the then-current service month. Unless applicable law requires a longer period, any action against Compute North in connection with this Agreement must be commenced within one (1) year after the cause of the action has accrued.
- 14.4. <u>Insurance loss</u>. Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any loss or injury, and releases and waives all right of recovery against Compute North.
- 15. Indemnification. Customer shall indemnify, hold harmless and defend Compute North, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any and all third-party liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, arising out of or relating to the Equipment or Customer's use thereof, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, negligence or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees, including due to a breach of this Agreement by Customer. Customer shall not enter into any settlement or resolution with a third party under this section without Compute North's prior written consent, which shall not be unreasonably withheld.

### 16. Miscellaneous.

- 16.1. <u>Lease Agreement</u>. Compute North may lease certain premises in the Facility from the Facility's owner ("Lease") pursuant to a lease agreement ("Lease"). Customer is not a party to or a beneficiary under such Lease, if any, and has no rights thereunder; however, Customer shall be required to adhere to any and all rules of operation established by Leaser for the Facility. Whether owned or leased by Compute North, Customer acknowledges and agrees that it does not have, has not been granted, and will not own or hold any real property interest in the Facility, that it is a licensee and not a tenant, and that it does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- 16.2. <u>Entire Agreement</u>. This Agreement, including the Order Form and any documents referenced herein, constitutes the parties' entire understanding regarding its subject and supersedes all prior or contemporaneous communications, agreements and understanding between them relating thereto. Customer acknowledges and agrees that it has not,



and will not, rely upon any representations, understandings, or other agreements not specifically set forth in this Agreement. This Agreement shall not be superseded, terminated, modified or amended except by express written agreement of the parties that specifically identifies this Agreement.

- 16.3. <u>Waiver, Severability</u>. The waiver of any breach or default does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to be illegal or unenforceable, it shall be deemed amended to conform to the applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.
- 16.4. <u>Assignment</u>. Neither this Agreement nor any right or obligation arising under this Agreement may be assigned by Customer in whole or in part, without the prior written consent of Compute North at its sole discretion. Compute North may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Customer's prior written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.
- 16.5. <u>Force Majeure</u>. Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.
- 16.6. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota, without giving effect to principals of conflicts of laws. Any action arising out of or relating to this Agreement shall be brought only in the state or federal courts located in the State of Minnesota, and Recipient consent to the exclusive jurisdiction and venue of such courts. An action by a party to enforce any provision of this Agreement shall not relieve the other party from any of its obligations under this Agreement, and no failure to enforce any provision of this Agreement shall constitute a waiver of any future default or breach of that or any other provision.
- 16.7. Relationship of the Parties. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, Compute North shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.
- 16.8. <u>Third-Party Beneficiaries</u>. Nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.
- 16.9. Construction; Interpretation. Unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular; masculine words include the feminine and neuter; "or" means "either or both" and shall not be construed as exclusive; "including" means "including but not limited to"; "any" and "all" shall not be construed as terms of limitation; and, a reference to a thing (including any right or other intangible asset) includes any part or the whole thereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement.
- 16.10. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties have executed this Agreement in a manner appropriate to each and with the authority to do so as of the Effective Date.

Compute North LLC

Customer: Uluck Technology Pte.Ltd.

By:

Kyle Wenzel

Ву:

David R Zhaug

Name: Kyle Wenzel

Name: David R Zhang

Title: VP, Sales

Title: Director

# Exhibit A - Order Form

**Customer: Uluck Technology Pte.Ltd.** 

Facility: TBD

**Equipment and Fees:** 

Batch # 001	l		
Deal ID 564	5643499778		
Order Type Ne	New Order Estimated Deployment timeline: April 2022		
Equpiment	,		
Quantity	Model	Unit Efficiency (WTH)	
200	Whatsminer M21S (52TH)	60	
100	Whatsminer M20S (68TH)	48	
Hosting Services Rate (USD) \$0.059 / kWh   Anticipated Da		Rate: \$1,345.76	
Total Monthly Package Fee (per ι	ınit) Premier @ \$4.00	t) Premier @ \$4.00	
Equipment Term	60 Months	60 Months	

## Package Details:

	Basic	Select	Premier
Core Features			
Equipment	Customer Provided	Customer Provided	Customer Provided
Equipment Managed	No	Yes	Yes
Rack Space	X	X	Х
240V Power	X	X	X
Ambient Air Cooling	X	X	Х
Redundant Internet Connectivity	X	Х	X
Physical Security	X	X	X
Technical Support			
Basic Remote Hands	X	Х	X
Advanced Remote Hands		X	X
SLA Level	Network & Power	Hashrate Performance	Hashrate Performance
VPN Access	X		
RMA Processing		X	X
Premium Features			
Miner Configuration		X	×
Miner Monitoring		x	×
Alert Management and Proactive Response		x	X
Automated Rules-based Reboots		×	Х
Stock Firmware Upgrades		X	Х
Compute North Pool (U.Sbased pool)			X
Pool to Hash Performance Monitoring, Audit, Reconciliation			х
Discounted Pool Fee			Х



Performance Enhancing Firmware	l x
Overclocking, Underclocking, Auto-	
tuning, Upgrades	·
Customer provided (subject to Compute	į
North approval) or	
Compute North provided (miner model	
limited)	

## **Payment and Billing Terms:**

- Initial Setup Fee: Initial Setup Fee is due upon execution of this Order Form.
- Monthly Fees:
  - Last two months of Monthly Service and Package Fees are due upon execution of this Order Form (the "Initial Deposit"). Equipment installation will not begin until received.

Initial Deposit	
Service Fees: (\$1,345.76/day x 30 days/mo. x 2 mos.)	\$80,745.60
Package Fees: (300 miners x \$4.00/miner x 2 mos.)	\$2,400.00
Total Initial Deposit	\$83,145.60

- The Monthly Service Fees are payable based on the actual hashrate performance of the Equipment per miner type per location as a percentage of the anticipated monthly hashrate per miner type. Customer shall pay a minimum service fee monthly in advance equal to seventy percent (70%) of the Monthly Service Fees (the "Minimum Service Fee").
  - Hashrate performance adjustment: Shall be calculated as follows:
  - Hashrate Performance Adjustment = Expected Monthly Service Fees x Actual hashrate performance percentage by model type
  - The Minimum Service Fee is nonrefundable. Any Monthly Service Fee owed in excess of the
    Minimum Service Fee based on the actual hashrate performance of the Equipment will be invoiced
    monthly in arrears and subject to the hashrate performance adjustment. Customer is not eligible for
    service credits under Section 6.5 of the Master Agreement or otherwise.
- Monthly Service Fees and Monthly Package Fees will be invoiced monthly beginning on the date of Installation and are due upon receipt of invoices submitted by Compute North. Late payments will incur interest at the lesser of 1.5% per month (18% annum) or the maximum amount allowed under applicable law.
- Pricing is subject to monthly automated ACH payments. Other payment methods may be subject to a service fee.

Billing Example	
Anticipated Daily Rate	\$4.00
Period (Days in the Month)	30
Number of Units	. 10
Expected Total Monthly Service Fees	\$1200.00
	x 70%
Monthly Minimum Service Fee	\$840.00

Billing Example: 96% hashrate	
performance	
Expected Total Monthly Service Fees	\$1200.0
Hashrate Performance Adjustment (-2.4%)	0
	-\$28.80
	\$1171.2
Actual Usage	0
Prepaid Minimum Service Fee	-\$840.00

Billing Example: 105% hashrate	
performance	
Expected Total Monthly Service Fees	\$1200.00
Hashrate Performance Adjustment (3%)	36.00
Actual Usage	\$1236.00
Prepaid Minimum Service Fee	-\$840.00
Balance Due	\$396.00

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### **Compute North Pool:**

At Customer's request, Compute North will enroll and configure Customer in Compute North's Bitcoin mining pool, which operates on a Full-Pay-Per-Share (FPPS) basis. Customer's use of Compute North's mining pool is subject to, and constitutes Customer's acceptance of, the then-current terms of service posted at https://mining.luxor.tech/legal/tos, as may be updated from time to time. Compute North shall be entitled to a fee equal to 1% of Customer's mining reward from its participation in Compute North's pool. Customer acknowledges and agrees that Compute North is providing Customer with access to its mining pool for Customer's convenience on an as-is basis and that Compute North does not make any warranties or guarantees, whether express or implied, regarding the availability or performance thereof.

#### Firmware:

Customer acknowledges and agrees that its use of alternate or non-standard firmware may be subject to third-party fees or other charges, which shall be Customer's sole responsibility. Customer acknowledges and agrees that Compute North's consent to Customer's use of alternate or non-standard firmware and its provision of services relating thereto is for Customer's convenience on an as-is basis, that Customer's use of alternate or non-standard firmware is at Customer's sole risk, and that Compute North does not make any warranties or guarantees, whether express or implied, with respect thereto.

#### **Risk Factors:**

Subject to the risk factors identified below, the parties shall undertake all commercially reasonable efforts to achieve the deployment timeline set forth above:

- Land/Site Acquisition
- Regulatory Affairs
- Power Purchase Agreement (PPA)
- Infrastructure Equipment Availability & Supply Chain

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## **Order Type:**

☐ For orders designated as "Renewal" or "Change Order": This Order Form replaces all then- existing order forms under the applicable Agreement between Compute North and Customer for the identified Equipment, with all other order forms remaining in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

For orders designated as "New": This Addendum is and shall be in addition to all then-existing order forms under the applicable Agreement between Compute North and Customer, which order forms shall remain in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

Compute North LLC

Customer: Uluck Technology Pte.Ltd.

By:

its:

Kyle Wenzel

By:

Its:

David R Zhaug

Name: Kyle Wenzel

Name: David R Zhang

. Director

VP. Sales

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## **Previous Orders and Equipment List**

Batch #	<b>Equipment Type</b>	Quantity	Facility	

# Signature Certificate

Document Ref.: AWIUX-Y7GMB-OM5BJ-KYF6Z

# Document signed by:



# **David Zhang**

Verified E-mail: david.zhang@uluckglobal.co.uk

David R Zhaug

IP. 86.164.13.138

Date: 14 Jul 2021 19:24:25 UTC



# **Kyle Wenzel**

Verified E-mail: kyle.wenzel@computenorth.com

Kyle Weuzel

IP: 174,20,93,39

Date: 14 Jul 2021 19:28:21 UTC

Document completed by all parties on: 14 Jul 2021 19:28:21 UTC Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



# EXHIBIT B



COMPUTE NORTH 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344

Invoice Date

Jul 15, 2021

**Due Date** 

Aug 15, 2021

Total amount due

\$0.00

Invoice

7854

ULUCK TECHNOLOGY PTE.LTD.
5001 BEACH ROAD
#07-37 GOLDEN MILE COMPLEX

SINGAPORE, CENTRAL SINGAPORE 199588

## **Account number** 7970

Current Charges	\$83,145.98	Thank you for choosing Compute North!
Taxes/Fees	\$0.00	•

Credits \$0.00

Payments Applied \$83,145.98

Total due on Aug 15, 2021 \$0.00

**Customer Service** 

Call us at (952) 279-0550

Visit us at https://www.computenorth.com

A fee totalling 1.50% of the due amount on the invoice, or \$1.00 (whichever is greater) will be applied 1 days after the due date to any unpaid invoices.

Please make checks payable to Compute North LLC. Invoice ID: 7854

Please detach and return this portion with your payment

Payment due date

Aug 15, 2021

Total amount due \$0.00

Amount enclosed

COMPUTENORTH

7970
ULUCK TECHNOLOGY PTE.LTD.
5001 BEACH ROAD
#07-37 GOLDEN MILE COMPLEX
SINGAPORE, CENTRAL SINGAPORE 199588

COMPUTE NORTH 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344

# **Current Charges**

Colocation Down Deposit - Last Two Months - (100) Whatsminer M20S	\$28,530.94
Colocation Down Deposit - Last Two Months - (200) Whatsminer M21S	\$54,615.04

# **Payments Applied**

Payment on Jul 23, 2021 \$83,145.98

# **Total Amount Due**

\$0.00

# **David Zhang**

From: Compute North <ar@computenorth.com>

Sent: 2021年7月23日星期五 19:14

To: David Zhang

**Subject:** Payment to Compute North successfully processed.



Hello David Zhang,

A payment for \$83,145.98 has been applied to your account. Thank you for your payment!

## **Compute North**

computenorth.com support@computenorth.com +1 952.279.0550

# EXHIBIT C



# **DEPARTMENT OF HOMELAND SECURITY**U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022 EXPIRATION DATE 01/31/2021

# **ENTRY SUMMARY**

**Summary Status** 

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8. Importing Carrier 9. Mode Of Transport							10. Country of Origin 11. Import Date						
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		n Name (	Last, First, M.	.i.) and I	rnone Number		43. Broker/Im	poner	riie Numi	Def			
l .	LOGISTICS, INC.	n <b>-</b>	B BILLE	.or:-: -	A4000000								
	INTERNATIONAL AIRPOI IE: +17187237899	RICENIE	K BLVU, SPRIM	GARDENS, NY 11	SLAXIA21110175 / Ref: EPA								



# DEPARTMENT OF HOMELAND SECURITY

U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022 EXPIRATION DATE 01/31/2021

# **ENTRY SUMMARY**

Summary Status

V	ND SECO				ENTRY	SI	UMMARY			Tea	miary Status		GEZ
1. File	r Code/Entry Number	r [2.	Entry Type	3. Sur	mmary Date	4. S	urety Number	5. Bo	nd Type 6		7. Entry Date	)	
9X	P-1032414-2		01 ABI/A	06	/09/22	8	46	9		2720	05/29/202	22	
8. Importing Carrier 9. Mode Of Transport							10. Country of Origin 11. Import Date					ate	
CA			40				CN	05/28/20					
ŀ	/L or AWB Number		13. Mar				14. Exporting	Count	try		15. Export D		
	964822586	17. I.T. Da			IAR1188SHA 18. Missing Doc		CN			00 110 0	05/27/20	)22	
16. 1.	T. Number	19. Foreign Po			20. U.S. Por 2720	t of Unlading							
	ocation of Goods/G.C			-	Number		23. Importer N			24. Referen	ce Number		
	43/AIR CHINA INT			35665			214601-2						
	Itimate Consignee Na		First, M.I.) a	nd Add	iress		26. Importer o				.i.) and Addre	ess	
	TX LOGISTICS, IN 3059 INTERNATIO		PORT CEN	ITER I	BLVD			MIL		PTE LTD LEX 5001 BI	EACH ROAI	D	:
City	SPRINGFIELD G	ARDENS	State Ult. State		Zip 11413		City SING	APOF	RE		State	Zip	199588
27		28. Descrip	tion of Merc	handis			<b>32</b> .		A. HTSU	33. S Poto	Duty a	34. ind I.R	. Tax
Line No.	29. A. HTSUS Number B. ADA/CVD Numb		30. A. Gross We B. Manifest C		31. Net Quantity in HTSUS Units	1	A. Entered Va B. CHGS C. Relationshi		B. ADA/C C. IRC R: D. Visa N	VD Rate ate	Dollars		Cents
	I.T. DATE I.T. N		ASTER BI			ILL			BHOUSE BILL		TY		
ł		9	996482258	56	ACA1	221U	)1301 I		ı		100 l	PK	
1	Invoice Number	001/UL2	0220175A					N					
001	ARTICLE OF CHI	NA,US N	TE 20(C)										
	9903.88.02		6	45 KG	;		0 25 <sup>4</sup> C2022				į		10,250.00
		ELECTRIC MACHINE ADDADTUO									<u> </u>		
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	8543.70.9860 100.00 NO 499 MERCHANDISE PROCESSING FEE (MPF)				4	1,000	1	2.6% 0.3464%	1		1,066.00 142.02		
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	Total Entered Val	_	e)		41,000		ŀ						
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Othe	Fee Summary (for E	•	35. Total E	Entered			CBP USE ON					DTAL	.S
499 Merc	handise Processing Fee	\$252.80	***		\$72,98	0.00	A. LIQ CODE		B. Ascerta	ained Duty	37. Duty		
			Total Othe	r Fees			DEAGON GOE		0.4	-! <b>T</b>	00 T		20142.48
					\$25		REASON COL	JE	C. Ascerta	aineo lax	38. Tax		0.00
	ECLARATION OF IMP URCHASER) OR AUT			OWNER	?				D. Ascerta	ained Other	39. Other		252.80
I dec	are that I am the	Importer o	f record and	that th	e actual owner.		1		E. Ascerta	ined Total	40. Total		
	aser, or consignee for	-				wner			]				20,395.28
	rchaser or agent ther							uant to	a purchas	se or agreeme	ent to purchas	e and	
	s set forth in the invoi		_				-		-	-	•		
	value or price are tru		-	_								•	
	of my knowledge and		-		•		-		-	•	and are true a	and co	rrect, and
	Ill goods or services p								•				
	immediately furnish to ECLARANT NAME (					SNOW		staten IATUF		5.	DATE		
41. DECLARANT NAME (LAST,FIRST, M.I.) TITLE   OTX LOGISTICS, INC. ATTY-IN-FACT					SIGN	ייייייייייייייייייייייייייייייייייייייי	<b>`</b> _		05/29/20	22			
	•						JEFF	REY	WANG			_	
42. B	roker/Filer Informatio	n Name (L	ast,First, N	1.1.) an	d Phone Numi	ber	43. Broker/li			ımber			
	LOGISTICS, INC.	RT CENTER	BLVD, SPRIN	GFIELD	GARDENS, NY 114	113	SLAXIA	22050	)396 / Ref	: AMS			
i	NE: +17187237899				<u> </u>								
	Form 7501 (12/19)					_		_					Page 1 of 2

Case 22-90273 Document 1362-16, Filed in TXSB on 12/04/23 Page 29 of 52



# **DEPARTMENT OF HOMELAND SECURITY**

U.S. Customs and Border Protection

## **ENTRY SUMMARY CONTINUATION SHEET**

27	28. D	escription of Merchandis	se	32.	33.	34. Duty and I.R. Tax		
ne o.	29. A. HTSUS No. B. ADA/CVD No.	30. A. Gross Weight B. Manifest Qty.	31. Net Quantity in HTSUS Units	A. Entered Value B. CHGS C. Relationship	A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.	Dollars	Cents	
)2	Invoice Number 002 ARTICLE OF CHINA,U 9903.88.02		. · · · · · · · · · · · · · · · · · · ·	N 0	25%		7,995.0	
	ELECTRIC MACHINE 8543.70.9860 499 MERCHA	,APPARTUS .NDISE PROCESSIN	78.00 NO G FEE (MPF)	C1578 31,980	· ·		831.4 110.1	
	Invoice Number Invoice Value USD Total Entered Value (I		002/UL20220175B 31,980.00 31,980.00					
			•					

CBP Form 7501 (12/19)

784-6	7012875		OI	V	TIN	1E	E	XF HE CARE	PRI	ES:	S	L	.7		louse Air Waybill No. CA121103787
SHIPPER'S NAME AND ADDRESS GOOD HARVEST INTERNATIONAL LOGISTICS (SHANGHAI) LTD.							MBER							Job N	o.: AXCA121105912
	A, 3RD FL									i.	iii)				
LIAN							1								
	LIGENCE V				nghai										
M: 15	618951206	/ T	: 542802	62				]	先達	國際貨	红	軍有	限:	公司 On Time	Express Ltd.
	EE'S NAME AND AD	-		CON	NSIGNEE'S AC	COUNT	NUMBER						COF	inecting continents	•
	TECHNOLO			<u></u>				<u> </u>	•	Not neg	goti	iabie F	lous	e Air Waybill (Air consig	nment note)
	BEACH ROA	-						COPIES MARKED ORIGINAL 1, 2 & 3 OF THIS AIR WAYBILL ARE ORIGINALS AND HAVE SAME VALIDITY							
	COMPLEX S			00				It is agreed that the goods described in this Air Waybill are accepted in apparent good order and condition (except as							
DAVID	) . ZHANG@UL	OCK1	ECH.COM					noted for cardings SUBJECT TO THE TERMS AND CONDITIONS ON THE FRONT AND THE REVERSE PAGES OF THIS AIR WAYBILL. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY FOR LOSS, DAMAGES, OR DELAY TO CARGO. Shipper may increase such limitation of							
NOTIFY PA	ARTY JÖGISTICS						<del></del>	_		HALMAKI MEDEMAKI			ge an	d paying a supplemental charge	if required.
	ROSECRAN	IS AV	Ε.												
	RADA, CA														
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								1							
to LAX	By first carrier \F CZ	OUTING AND	DESTINATION	to	by	to	by	CIVY	Cpts	WT/VAL	P	HER	DEC	LARED VALUE FOR CARRIAGE NVD	AS PER INVOICE
	RPORT OF DESTINAT	ION	Flight/Da CZ473	715	For Carrier Use	gnly	Flight/Date	AMOUN	TOF CARG	O INSURANC					surance in accordance with conditions on ared in figures in box marked
								<u> </u>				*Amoun	t of C	argo Insurance'.	
	GINFORMATION	ONT	•												
	L:6CTN(S) ICE & PACI			תיו											
INVO.	ICE & FACI	CINC	DIST VIT												
No, of Pieces	Gross	al ——	Class	C	hargeable	Ra				Tolai			П		trantity of Goods
RCP	vveignt		tem No.		Weight	Ш_		harge	<u> </u>				Ш	<u>-</u>	sions or Volume)
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					1	conta	ins danger	oue good	ds, such pa	ort is prope the Goods I IMITEI	riv (	describe	ed by	name and is in proper con	dition for carriage by air
TOTAL OTHER CHARGES DUE CARRIER														DOMESTICAL CONTROL	·
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						,,		JIIFM	JAM .					its agent	
<del></del>	TOTAL PREPAID	<del></del>	TOTAL C	OLLEC	<del>1</del> /						_		_	<u> </u>	
	ARRANGED	<b>-</b>					ZA	THE	CARR	TER:O	Ņ	TIN	1E	EXPRESS LIMI	TED
CURRE	NCY CONVERSION RATE	3 <b>/</b>	CC CHARGES IN DE	ST. CUA	RENCY	1	11	NOV	7 202	1		CA	N	CINDY L	เบ
		_   `					Everuted		(Date)		si i			-	ture of the Camler or its agent
FOR	CARRIER'S USE ONLY		CHARGES AT D	ESTINAT	non /	TO	TAL COLLEC	T CHARGE	S /	_				A	CA121103787

# Document 1362-16 Filed in TXSB on 12/04/23 CO. LTD. GUANGZHOU BRANCH

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706 ,37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



## \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

## **Billing Information**

To : 禾沣供应链管理(上海)有限公司 Invoice No.

: DCA2211012838

上海市凉城路203号304K室

Invoice Date

: 11 NOV 2021

Status

Attn.

A/C No.

: 0000166310

Tel. Fax.

: .

Paver

: 禾沣供应链管理(上海)有限公司

**GUANGZHOU** 

LOS ANGELES

**Shipment Information** 

Shipment ID : AXCA121105912 Mode

: AIR EXPORT

Job No. HAWB No. : AXCA121105912 : ACA121103787

Terms Currency

: CNY

MAWB/MBL. : 784-67012875

Sales Code

: CZ

Flight No.

CZ473

Carrier

: 11 NOV 2021

Origin Destination

CAN : LAX

**ETD Date ETA** 

: 13 NOV 2021

No. of Pkg : 6 CTNS Vessel/Voy : / CZ473

**Gross Wgt Charge Wgt**  : 68.00 KG : 68.00 KG

**Charges Information** 

Particulars (\* indicates that the charge has VAT)

Unit Rate Detail

Ex. Rate Charge Amount

OTHER HANDLING FEES

USD

972,630 X 1.0 SHPT

6.47420 CNY Non VAT Amount:

6,297.00

Amount Due On: 30 DEC 2021

**Total Amount:** 

CNY CNY 6,297.00 6,297.00

Remarks

#cindy.liu@can.ontime-express.com#

Bank Details : 工行广州中华广场支行

Account Name

先达国际货运(上海)有限公司广州分公司

Swift Code Account No.

: CNY

USD

## **ORIGINAL**

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue.

Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

All transactions are subject to the Company Standard Trading Conditions (copies available on request from the Company) and which, in certain cases, exclude or limit the Company's liability and include certain indemnities benefiting the Company

Prepared By: CINDY LIU on 23 NOV 2021 07:32:38 Printed By: CINDY LIU on 23 NOV 2021 07:32:54 Page: 1 of 1

# 2/04/23

ary of the YTO Express (International) Holdings Limited ROOM B 3705-3706 ,37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD,GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



## \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

**Billing Information** 

To : 禾沣供应链管理(上海)有限公司 Invoice No.

: DCA2211012548

上海市凉城路203号304K室

Invoice Date

: 11 NOV 2021

Status

Attn.

: .

A/C No.

: 0000166310

Tel. Fax.

Payer

: 禾沣供应链管理(上海)有限公司

**Shipment Information** 

Shipment ID : AXCA121105912 Mode

: AIR EXPORT

Job No. HAWB No. : AXCA121105912

Terms

: CNY

MAWB/MBL.

: ACA121103787 784-67012875

Currency Sales Code

Carrier

CZ

Flight No. CZ473 Origin CAN

**GUANGZHOU** 

**ETD Date** : 11 NOV 2021

Destination No. of Pkg

: LAX **LOS ANGELES** 

**ETA Gross Wgt**  : 13 NOV 2021 : 68.00 KG

: 6 CTNS Vessel/Voy / CZ473

Charge Wgt

: 68.00 KG

**Charges Information** 

**CUSTOMS CLEARANCE** 

OTHER HANDLING FEES

Particulars (\* indicates that the charge has VAT) FREIGHT CHARGE CNY **DDU CHARGES** 

122.50 X 68.0 K USD 685.0 X 1.0 SHPT **CNY** 500.0 X 1.0 SHPT CNY 300.0 X 1.0 SHPT

6.38070 CNY 1.0 CNY CNY 1.0

1.0 CNY

> 4,370.78 500.00 300.00

8,330.00

Ex. Rate Charge Amount

Amount Due On: 30 DEC 2021

**Non VAT Amount:** CNY 13,500.78 **Total Amount:** CNY 13,500.78

Remarks

#cindy.liu@can.ontime-express.com#

Bank Details : 工行广州中华广场支行

Account Name

Unit Rate Detail

: 先达国际货运(上海)有限公司广州分公司

Swift Code Account No.

CNY

USD

## **ORIGINAL**

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue,

Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

All transactions are subject to the Company Standard Trading Conditions (copies available on request from the Company) and which, in certain cases, exclude or limit the Company's liability and include certain indemnities benefiting the Company

Prepared By: CINDY LIU on 15 NOV 2021 09:23:06 Printed By: CINDY LIU on 15 NOV 2021 09:23:57 Page: 1 of 1

	08	I TINA		/DDI	ECC I	TD	House Air Waybill No.				
999-64822586	UN	ı ilivil		E CARRIER	ESS L	ID.	ACA122101301				
SHIPPER'S NAME AND ADDRESS		SHIPPER'S ACCOUNT	NUMBER	<del></del>			Job No : AXCA122102488				
GOOD HARVEST INTERNA LOGISTICS (SHANGHAI) UNIT A, 3RD FLOOR, 1	LTD. 2TH BL,	NO.1188 '									
LIAN HANG ROAD PUJI INTELLIGENCE VALLEY( M: 15618951206 / T: CONSIGNEE'S NAME AND ADDRESS	PIV), S		INT NUMBER	先達國際貨運有限公司   <b>On Time</b> Express Ltd.							
ULUCK TECHNOLOGY PTE	_				Not negotiable Ho	ouse Air Waybill (	Air consignment note)				
5001 BEACH ROAD #07-	-			COPIES MARKED ORIGINAL 1, 2 & 3 OF THIS AIR WAYBILL ARE ORIGINALS AND HAVE SAME VALIDITY							
MILE COMPLEX SIGAPOR DAVID.ZHANG@ULUCKTEC		· ·		It is agreed that the goods described in this Air Waybill are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE TERMS AND CONDITIONS ON THE FRONT AND THE REVERSE PAGES OF THIS AIR WAYBILL. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY FOR LOSS, DAMAGES, OR DELAY TO CARGO. Shippermay increase such limitation of liability by doctaring a higher value for carriage and paying a supplemental charge if required.							
NOTIFY PARTY OTX LOGISTICS 14001 ROSECRANS AVE.				ACCOUNTING INFORMATION FREIGHT PREPAID							
LA MIRADA, CA 90638											
IATA CODE	ACCOUNT NO	).		•							
PLACE / AIRPORT OF DEPARTURE (ADDR. GUANGZHOU	OF FIRST CARR	ER) AND REQUESTED	ROUTING								
to By first carrier ROUTING AND DE	STINATION/	to by to	'		PPO COLL PPD COLL	DECLARED VALUE FO NVD	R CARRIAGE DECLARED VALUE FOR CUSTOMS  AS PER INVOICE				
PLACE / AIRPORT OF DESTINATION	Flight/Date	For Carrier Use only	Flight/Date		O INSURANCE CARGO I	NSURANCE - If shippe	er requests insurance in eccondance with conditions or				
LOS ANGELES	CA1316,	/27MAY22/		NIL		ereof, indicate amou of Cargo Insurence	int to be insured in figures in box marked				
HANDLING INFORMATION		•									
TOTAL:100CTN(S) ONLY INVOICE & PACKING LI											
	m No.	Chargeable Weight	Rate Chi	arge	Total		Nature and Quantity of Goods (Incl. Dimensions or Voluma)				
100 . 1148.0 KQ		1148.0			AS ARRANGE	USED BIT	rcoin mining Vr				
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AS ARRANGED VALUATION CHAR	GE /						<del>.</del>				
TAX	7	··			<del></del>						
		. ,	•								
TOTAL OTHER CHARGES		a	entains dengerous according to the g	erlifies that the particulars on the face hareof are correct and that insofar as any part of the consignment dangerous goods, such part is properly described by name and is in proper condition for carriage by aff to the applicable Dangerous Goods Regulations.							
TOTAL OTHER CHARGES	PUE UNITALEN			PRESS LII 5, 37/F,	MITED CHINA INTERI	NATIONAL (	CENTER,				
					HOU 510080	P.R. CHINA					
AS ARRANGED	TOTAL CO		AS THE CARRIER: ON TIME EXPRESS LIMITED								
CURRENCY CONVERSION RATES C	C CHARGES IN DES	T. CURRENCY	2.7 M Executed o	IAY 2022 n (Date	CAN at	YVO)	INE YAO Slamp / Signabure of the Canter or its agent				
FOR CARRIER'S USE ONLY AT DESTINATION	CHARGES AT DES	TINATION _	TOTAL COLLECT	CHARGES			ACA122101301				
		ORIG	GINAL 2 -	FOR CON	ISIGNEE	·					

ON TIME EXPRESS LTD. 999-64822586 ACA122101302 SHIPPER'S ACCOUNT NUMBER SHIPPER'S NAME AND ADDRESS Job No.: AXCA122102488 GOOD HARVEST INTERNATIONAL LOGISTICS (SHANGHAI) LTD. UNIT A, 3RD FLOOR, 12TH BL, NO.1188 LIAN HANG ROAD PUJIANG INTELLIGENCE VALLEY (PIV), SHANGHAI 先達國際貨運有限公司 On Time Express Ltd. M: 15618951206 / T: 54280262 CONSIGNEE'S NAME AND ADDRESS CONSIGNEE'S ACCOUNT NUMBER ULUCK TECHNOLOGY PTE.LTD. Not negotiable House Air Waybill (Air consignment note) 5001 BEACH ROAD #07-37 GOLDEN COPIES MARKED ORIGINAL 1, 2 & 3 OF THIS AIR WAYBILL ARE ORIGINALS AND HAVE SAME VALIDITY It is agreed that the goods described in this Air Waybill are accepted in apparent good order and condition (except as noted) for carriago SUBJECT TO THE TERMS AND CONDITIONS ON THE FRONT AND THE REVERSE PAGES OF THIS AIR WAYBILL THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' ILIMITATION OF LIABILITY ORLOSS, DAMAGES, ORD DELAY TO CARGO. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. MILE COMPLEX SIGAPORE 199588 DAVID. ZHANG@ULUCKTECH. COM ACCOUNTING INFORMATION OTX LOGISTICS FREIGHT PREPAID 14001 ROSECRANS AVE. LA MIRADA, CA 90638 ACCOUNT NO. IATA CODE PLACE / AIRPORT OF DEPARTURE (ADDR. OF FIRST CARRIER) AND REQUESTED ROUTING GUANGZHOU CHGS W17 VAL OTHER DECLARED VALUE FOR CARRIAGE DECLARED VALUE FOR CUSTOMS Code PPD COLL PPD COLL By first carrier | ROUTING AND DESTINATION LAX CA PP PP NVD AS PER INVOICE AMOUNT OF CARGO INSURANCE CARGO INSURANCE - II shipper requests insurance in accordance with conditions on reverse hereof, indicate amount to be insured in figures in box marked "Amount of Cargo insurance". For Carrier Use only Flight/Date PLACE / AIRPORT OF DESTINATION Flight/Date LOS ANGELES CA1316/27MAY22 HANDLING INFORMATION TOTAL: 78CTN(S) ONLY. INVOICE & PACKING LIST ATTD No, of Pieces RCP Total Rate Class Nature and Quantity of Goods (incl. Dimensions or Volume) Chargeable Charge Commodity Weight Welahl Item No. 78 872.0 KO 872.0 AS ARRANGED USED BITCOIN MINING **EQUIPMENT** N/M DIM:49\*23\*35/78 VOL:3.08CBM 78 872.0 AS ARRANGED WEIGHT CHARGE COLLECT OTHER CHARGES AS ARRANGED VALUATION CHARGE Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by abaccording to the applicable Dangerous Goods Regulations. TOTAL OTHER CHARGES DUE AGENT TOTAL OTHER CHARGES DUE CARRIER ON TIME EXPRESS LIMITED ROOM B 3705, 37/F, CHINA INTERNATIONAL CENTER. 33 ZHONGSHAN SAN ROAD, GUANGZHOU 510080 P.R. CHINA Signature of Shipper or its agent TOTAL PREPAID TOTAL COLLECT AS THE CARRIER: ON TIME EXPRESS LIMITED AS ARRANGED CURRENCY CONVERSION RATES CC CHARGES IN DEST. CURRENCY TOTAL COLLECT CHARGES CHARGES AT DESTINATION FOR CARRIER'S USE ONLY AT DESTINATION ACA122101302

# Case 22-90273 Document 1362-16 Filed in TXSB on 12/04/23 ON TIME EXPRESS CO. LTD. GUANGZHOU BRANCH

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706, 37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



## \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

## **Billing Information**

To : 禾沣供应链管理(上海)有限公司

上海市凉城路203号304K室 Invoice Date

lice Date

: DCA2221005444 : 27 MAY 2022

Status

Invoice No.

Attn. : NA
Tel. : NA

A/C No. : 0000166310 Fax. :

**Shipment Information** 

Shipment ID : AXCA122102488 Mode : AIR EXPORT

Job No. : AXCA122102488 Terms

 HAWB No.
 : \*\* Refer to House Info \*\*
 Currency
 : CNY

 MAWB/MBL.
 : 999-64822586
 Sales Code
 : TIM CHEN

 Flight No.
 : CA1316
 Carrier
 : CA

Flight No. : CA1316 Carrier : CA

Origin : CAN GUANGZHOU ETD Date : 27 MAY 2022

Destination : LAX LOS ANGELES ETA : 11 JUN 2022

No. of Pkg : 178 CTNS Gross Wgt : 2,020.00 KG

Vessel/Voy : / CA1316 Charge Wgt : 2,020.00 KG

**Charges Information** 

Particulars (\* indicates that the charge has VAT) Unit Rate Detail Ex. Rate Charge Amount 92.920.00 FREIGHT CHARGE **CNY** 46.0 X 2.020.0 K 1.0 CNY **CUSTOMS CLEARANCE** CNY 500.0 X 2.0 SHPT 1.0 CNY 1,000.00 **TERMINAL HANDLING CHARGES** CNY 300.0 X 1.0 SHPT 1.0 CNY 300.00 **WAREHOUSING** CNY 0.20 X 2,020.0 K CNY 404.00 1.0 **PALLET FEE** CNY 750.00 CNY 150.0 X 5.0 SHPT 1.0 STORAGE FEE CNY 0.10 X 1.003.0 K X 35.0 DAY 1.0 CNY 3,510.50 HANDLING FEE USD 685.0 X 1.0 SHPT 6.720 CNY 4,603.20 USD CNY 907.20 **GATE CHARGE (IN / OUT)** 45.0 X 3.0 SHPT 6.720 USD HANDLING FEE 20.0 X 1.0 SHPT 6.720 CNY 134.40 **CNY** DUTY USD 20,395,280 X 1.0 SHPT 6.720 137,056.28 Non VAT Amount: CNY 241,585.58

Amount Due On: 30 JUN 2022 Total Amount: CNY 241,585.58

**House Info** 

ACA122101301, ACA122101302

Bank Details : 工行广州中华广场支行 Account Name : 先达国际货运(上海)有限公司广州分公司

Swift Code

Account No. :

CNY

### **ORIGINAL**

E. & O.E. ·

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue.

Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

All transactions are subject to the Company Standard Trading Conditions (copies available on request from the Company) and which, in certain cases, exclude or limit the Company's liability and include certain indemnities benefiting the Company

Prepared By: LING LIU on 10 JUN 2022 03:10:12 Printed By: YVONNE YAO on 10 JUN 2022 03:11:05 Page: 1 of 1

# <u>12/</u>04/23 .TD. GUANGZHOU BRANCH

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706 ,37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



## \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

## **Billing Information**

To : 禾沣供应链管理(上海)有限公司 Invoice No.

: DCA2221005444

上海市凉城路203号304K室

Invoice Date

: 27 MAY 2022

Status

Attn.

: NA

A/C No.

: 0000166310

Tel. Fax. NA

## **Shipment Information**

Shipment ID : AXCA122102488 Mode

: AIR EXPORT

Job No. HAWB No. : AXCA122102488

**Terms** Currency

: CNY

MAWB/MBL.

\*\* Refer to House Info \*\* 999-64822586

Sales Code

: TIM CHEN

Flight No.

CA1316

Carrier

: CA : 27 MAY 2022

Origin Destination

CAN : LAX

**GUANGZHOU ETD Date** LOS ANGELES **ETA** 

: 11 JUN 2022

No. of Pkg : 178 CTNS Vessel/Vov / CA1316

**Gross Wat** Charge Wgt : 2.020.00 KG : 2,020.00 KG

## **Charges Information**

Particulars (* indicates that the charge has VAT)		Unit Rate Detail		Ex. Rate	Charge Amount
FREIGHT CHARGE	CNY	46.0 X 2,020.0 K	1.0	CNY	92,920.00
CUSTOMS CLEARANCE	CNY	500.0 X 2.0 SHPT	1.0	CNY	1,000.00
TERMINAL HANDLING CHARGES	CNY	300.0 X 1.0 SHPT	1.0	CNY	300.00
WAREHOUSING	CNY	0.20 X 2,020.0 K	1.0	CNY	404.00
PALLET FEE	CNY	150.0 X 5.0 SHPT	1.0	CNY	750.00
STORAGE FEE	CNY	0.10 X 1,003.0 K X 35.0	DAY 1.0	CNY	3,510.50
HANDLING FEE	USD	685.0 X 1.0 SHPT	6.720	CNY	4,603.20
GATE CHARGE (IN / OUT)	USD	45.0 X 3.0 SHPT	6.720	CNY	907.20
HANDLING FEE	USD	20.0 X 1.0 SHPT	6.720	CNY	134.40
DUTY	USD	20,395.280 X 1.0 SHPT	6.720	CNY	137,056.28
			Non VAT Amount:	CNY	241,585.58
Amount Due On: 30 JUN 2022			Total Amount:	CNY	241,585.58

**House Info** 

ACA122101301, ACA122101302

Bank Details : 工行广州中华广场支行

Account Name

: 先达国际货运(上海)有限公司广州分公司

**Swift Code** Account No.

CNY

USD

## OFFICIAL RECEIPT

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue.

Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

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Printed By: YVONNE YAO on 10 JUN 2022 03:11:06 Page: 1 of 1

# Document 1362-16 Filed in TXSB on 12/04/23 CO. LTD. GUANGZHOU BRANCH

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706 ,37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



Page: 1 of 1

## \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

# **Billing Information**

To

: 禾沣供应链管理(上海)有限公司

Invoice No. **Invoice Date**  : DCA2221005444

上海市凉城路203号304K室

: 27 MAY 2022

**Status** 

Attn.

: NA

Tel.

: NA

A/C No.

: 0000166310

Fax.

# **Shipment Information**

Shipment ID

: AXCA122102488

Mode

: AIR EXPORT

Job No.

AXCA122102488

**Terms** 

HAWB No.

\*\* Refer to House Info \*\*

Currency

: CNY : TIM CHEN

MAWB/MBL. Flight No.

999-64822586 CA1316

: / CA1316

Sales Code Carrier

: CA

Origin Destination CAN

**GUANGZHOU** 

**ETD Date ETA** 

: 27 MAY 2022 : 11 JUN 2022

No. of Pkg

Vessel/Voy

: LAX **LOS ANGELES** : 178 CTNS

**Gross Wgt** Charge Wgt : 2,020.00 KG : 2,020.00 KG

## **Charges Information**

Particulars (* indicates that the charge has VAT)		Unit Rate Detail		Ex. Rate	Charge Amount
FREIGHT CHARGE	CNY	46.0 X 2,020.0 K	1.0	CNY	92,920.00
CUSTOMS CLEARANCE	CNY	500.0 X 2.0 SHPT	1.0	CNY	1,000.00
TERMINAL HANDLING CHARGES	CNY	300.0 X 1.0 SHPT	1.0	CNY	300.00
WAREHOUSING	CNY	0.20 X 2,020.0 K	1.0	CNY	404.00
PALLET FEE	CNY	150.0 X 5.0 SHPT	1.0	CNY	750.00
STORAGE FEE	CNY	0.10 X 1,003.0 K X 35.0 I	DAY 1.0	CNY	3,510.50
HANDLING FEE	USD	685.0 X 1.0 SHPT	6.720	CNY	4,603.20
GATE CHARGE (IN / OUT)	USD	45.0 X 3.0 SHPT	6.720	CNY	907.20
HANDLING FEE	USD	20.0 X 1.0 SHPT	6.720	CNY	134.40
DUTY	USD	20,395.280 X 1.0 SHPT	6.720	CNY	137,056.28
			Non VAT Amount:	CNY	241,585.58
Amount Due On: 30 JUN 2022			Total Amount:	CNY	241,585.58

**House Info** 

ACA122101301, ACA122101302

Bank Details : 工行广州中华广场支行

Account Name

先达国际货运(上海)有限公司广州分公司

**Swift Code** 

Account No.

CNY

USD

## **FILING COPY**

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue. Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

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YVONNE YAO on 10 JUN 2022 03:11:06 Prepared By: LING LIU on 10 JUN 2022 03:10:12 Printed By:

# **Document 1362-16** TXSB on 12/04/23

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706 ,37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



Page: 1 of 1

# \*PLEASE CONFIRM THIS DRAFT INVOICE FOR OUR PROCESS\*

# **Billing Information**

: 禾沣供应链管理(上海)有限公司 To

Invoice No.

: DCA2221006626

上海市凉城路203号304K室

**Invoice Date** 

: 27 MAY 2022

Status

Attn.

: NA : NA

A/C No.

: 0000166310

Tel. Fax.

# **Shipment Information**

Shipment ID : AXCA122102488 Mode

: AIR EXPORT

Job No. HAWB No. AXCA122102488

\*\* Refer to House Info \*\*

**Terms** Currency

: CNY

MAWB/MBL.

999-64822586

Sales Code

: TIM CHEN : CA

Flight No. CA1316

Carrier **ETD Date** 

: 27 MAY 2022

Origin CAN **GUANGZHOU** Destination : LAX **LOS ANGELES** 

ETA **Gross Wgt**  : 11 JUN 2022 : 2,020.00 KG

No. of Pkg 178 CTNS Vessel/Voy / CA1316

Charge Wgt

: 2,020.00 KG

# **Charges Information**

Particulars (* indicates that the charge has VAT)		Unit Rate Detail		Ex. Rate	Charge Amount
DELIVERY FEE	USD	2,920.0 X 1.0 SHPT	6.720	CNY	19,622.40
PALLET FEE	USD	100.0 X 1.0 SHPT	6.720	CNY	672.00
STORAGE FEE	USD	375.0 X 1.0 SHPT	6.720	CNY	2,520.00
STORAGE FEE	USD	280.0 X 1.0 SHPT	6.720	CNY	1,881.60
OTHER HANDLING FEES BOND	USD	401.0 X 1.0 SHPT	6.720	CNY	2,694.72
INSURANCE CHARGE	USD	365.0 X 1.0 SHPT	6.720	CNY	2,452.80
TRUCKING FEE	USD	200.0 X 1.0 SHPT	6.720	CNY	1,344.00
			Non VAT Amount:	CNY	31,187.52
Amount Due On: 30 JUN 2022			Total Amount:	CNY	31,187.52

**House Info** 

ACA122101301, ACA122101302 Bank Details : 工行广州中华广场支行

Account Name

: 先达国际货运(上海)有限公司广州分公司

**Swift Code** Account No.

CNY

USD

# **ORIGINAL**

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue.

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Prepared By: YVONNE YAO on 04 JUL 2022 07:01:03 Printed By: YVONNE YAO on 05 JUL 2022 03:11:24 Case 22-90<del>273</del> 10



# 通发票

发票代码: 044002100211 发票号码: 15186830

开票日期: 2021年11月25日

908-147549-748612-444948->9 +<5>-35>+6>/5578/+-2-59<424 -266-43*6294-+-+4*66394**+6 8->/3*7/>>3<-6-1*2781+2425/	额 6297.00 免税	¥6297.00 <u>**</u> (小写) ¥6297.00	
8 +<5>-3 母 -266-4 区 8->/3*	单价 6297.00		JCNO:DCA221 备 2875 HNO:AXC 注
	単位	-50	公司 -B3706室83777508 319200017309
(上海)有限公司 71193739G +A9232室 021-64480886 虹支行 121910410010802	规格型号票		称: 先达国际货运(上海)有限公司广州分公司 别号: 91440101781232209T 电话:广州市越秀区中山三路33号中华国际中心B3705-B3706室83777508 账号: 工行广州市中华广场支行RMB: 3602054319200017309
協本本注供应链管理(上海)有限公司が税人识別号: 91310109671193739G平地址、 电话: 上海虹桥路808号A9232室 021-64480886方开户行及账号: 招商银行上海瑞虹支行12191041001080	<del>                                    </del>	会	4

销售方:(章)

梁뾀恰

开票人:

王婧妤

复 然:

屈雪莲

收款人:

Case 22-90273 52 JCNO:DCA2211012548 POL:CAN POD:LAX MNO:784-6701' 2875 HNO:AXCA121105912 请按期付款cindy.liu 9734\*44+->-24<16169/20>964> +62781//0/60<-9\*61684765625 <0>/\*953-/1-129+32>1<7/+623 13>>4101>-/0>66887>3>+15-2-校验码: 75803 54267 03584 69379 徾 ¥13500.78 惄 开票日期: 2021年11月19日 发票代码: 044002100211 发票号码: 15186797 **多** 税率 销售方:(章) (小写) 13500.78 13500.78 渙 缃 幣通发票 13500.78 梁뾄恰 单价 〜 紭 印 洪 X 开票人: 东省税务局 电话:广州市越秀区中山三路33号中华国际中心B3705-B3706室83777508 开户行及账号: 工行广州市中华广场支行RMB: 3602054319200017309 数 ❸壹万叁仟伍佰圆桨角捌分 称:先达国际货运(上海)有限公司广州分公司 单位 爴 开户行及账号: 招商银行上海瑞虹支行 121910410010802 电话: 上海虹桥路808号A9232室 021-64480886 王婧妤 有限公司 纳税人识别号: 91310109671193739G 纳税人识别号: 91440101781232209T 规格型号 复核: 称: 禾洋供应链管理(上海) \*经纪代理服务\*国际货物运输代理-运 货物或应税劳务、服务名称 价税合计(大写) 机器编号:661902002880 丰 屈雪莲 **4**0

地址、

售方

恶

收款人:

あ 事 が

买 方

Case 22-90272	Document 1262-16	Filed in TXSB on 12/04/23	Page 41 of 52
Casc 22-30 <del>210</del>	*	‡	1 age 41 6 32
	*		<b>;</b>

器编号: 661902002880
机器

# 发票 东省和新局

发票代码: 044002200111

发票号码: 37114233

开票日期: 2022年 07 月12日

购 买 方	名 称: 禾洋供应链管理 (上海) 有限公司 纳税人识别号: 91310109671193739G 地址、 电话: 上海虹桥路808号A9232室 021-64480886 开户行及账号: 招商银行上海瑞虹支行121910410010802	!(上海)有限公司571193739G 9A9232室 021-6448( 班支行 1219104100	] 0886 10802		御 郎 図	2 1 2 8 9 9 9 9	706572311-0/0<8629<<4*+89>- -+<0/*>/4/695-46>>09+6>+2 2/<154/204/0<8000+813-<6*>8 89>>28*2909++/01><5-866990<	<8629 95-46 3000+ /01><	<pre>&lt;&lt;4*+89&gt;- &gt;&gt;09+6&gt;+2 813-&lt;6*&gt;8 5-866990</pre>	
* 数数 2. 2.	货物或应税劳务、服务名称 *经纪代理服务*国际货物运输代理-运费	规格型号	華 潘	数 量 1	单价3118	31187.52	金 额 31187.52	税免税	遊	*
	中 士				:		¥31187.52		*	*
	价税合计(大写)	⊗叁万壹仟壹佰捌拾柒圆伍角贰分	捌拾柒圆(	五角贰分			(小写)		¥ 31187.52	
销 售 万	名 称: 先达国际货运(上海)有限公司广州分公司 纳税人识别号: 91440101781232209T 地址、 电话: 广州市越秀区中山三路33号中华国际中心B3705-B3706室83777508 开户行及账号: 工行广州市中华广场支行RMB: 3602054319200017309	上海)有限公司广781232209T = 路33号中华国际中心	·州分公司 ·B3705-B370	] 6室83777508 00017309	备 注	JCNO 2586 H	JCNO:DCA2221006626 POL:CAN POD:LAX MNO:999-648 2586 HNO:AXCA122102488 请按期付款yvonne.yao	SAN POI	ð:LAX MNO:999-64 款yvonne.yao	∞

屈雪莲 收款人:

梁慧恰 开票人:

开户行及账号: 工行广州市中华广场支行RMB: 3602054319200017309

复 核: 王婧妤

销售方:(章)

Case 22-90	2 <del>73 Documer</del>	† <del>1362-16 Filed in TXSB on 12</del>	<del>/04/23 Pa</del>	<del>.ge 42 o</del> f 52
码: 044002200111 码: 34667050 期: 2022年 06 月20日 码: 47236 66802 37221 32434	3>364/1*731<642378379- 90>+6<+*>>91041><2-4>* >551297/**336>44+-4+ 6-8856<-6+658>9/0/7626	资	(小写) ¥ 241585.58 JCNO:DCA2221005444 POL:CAN POD:LAX MNO:999-6482 2586 HNO:AXCA122102488 请按期付款ling.liu	
044002200 34667050 2022年 06 47236 668	31<6 >910 /**3 +658	烧 然	¥ 2 AN POD i按期付款	ఱ
发票代码: 044002200111 发票号码: 34667050 开票日期: 2022年 06月20日 校 验 码: 47236 66802 3723		金 额 241585.58 ¥241585.58	(小写) 21005444 POL:C CA122102488 请	
<b>美</b> 佐票	+>0823> 349+*90 +41-8 379>+6-	∰ 1585.58	JCNO:DCA22 2586 HNO:AX	半半

42378379 41><2-4> 36>44+-4 >9/0/762	税	
731<6 >>910 7/**3 5+658	税	
+>0823>364/1*731<642378379 349+*90>+6<+*>>91041><2-4> +41-8>551297/**336>44+-4 379>+6-8856<-6+658>9/0/762	金 额 241585.58	¥241585.58
+ 8 4 + 8 7 E	单价241585.58	
% 6 区	单 价 单 24158	
	母 彫	
(上海)有限公司 71193739G -A9232室 021-64480886 红支行 121910410010802	规格型号	
名 称: 禾洋供应链管理 (上海) 有限公司 纳税人识别号: 91310109671193739G 地址、 电话: 上海虹桥路808号A9232室 021-64480886 开户行及账号: 招商银行上海瑞虹支行 12191041001080	货物或应税劳务、服务名称*经纪代理服务*国际货物运输代理-运费	中
购买方名纳地开	* 格	

东省税务局

机器编号: 661902002880

普通发票

屈雪莲

收款人:

复 核: 王婧妤

开票人:

梁獸恰

江

电话:广州市越秀区中山三路33号中华国际中心B3705-B3706室83777508

地址、

細 方

郷

称:先达国际货运(上海)有限公司广州分公司

纳税人识别号: 91440101781232209T

开户行及账号: 工行广州市中华广场支行RMB: 3602054319200017309

筗

价税合计(大写)

# EXHIBIT D

# ON TIME EXPRESS CO. LTD. GUANGZHOU BRANCH

a subsidiary of the YTO Express (International) Holdings Limited ROOM B 3705-3706, 37/F, CHINA INTERNATIONAL CENTER33 ZHONGSHAN SAN ROAD, GUANGZHOU 510070 P.R. CHINA. Tel: 020-87320492 Fax: 020-87320493



# **Billing Information**

To : ULUCK TECHNOLOGY PTE.LTD.

Invoice No.

: DCA2303000027

Invoice Date

: 17 JAN 2023

Status

Attn.

: NA

A/C No. : 0000011711

Tei. Fax. : NA

**Shipment Information** 

Shipment ID

: AXCA121100245

Mode

: EXPORT

Job No. HAWB No.

Origin

AXCA121100245

Terms

. : USD

MAWB/MBL.

Currency
Sales Code

TIM CHEN

Flight No.

Carrier

rier

15 MAR 2022

Destination :

: VIA HKG TO USA

**SICHUAN** 

ETD Date ETA

No. of Pkg Vessel/Voy : 110 CTNS

Gross Wgt Charge Wgt : 1,280.00 KG : 1,280.00 KG

**Charges Information** 

Particulars (* indicates that the charge has VAT)		Unit Rate Detail	Ex. Rate	Charge Amount
PICK UP CHARGE	USD	5,200.0 X 1.0 SHPT	USD	5,200.00
PALLET FEE	USD	100.0 X 1.0 SHPT	USD	100.00
STORAGE FEE(Mar 2022 - Dec 2022)	USD	8,800.0 X 1.0 SHPT	USD	00.008,8
CUSTOMS CLEARANCE	USD	700.0 X 1.0 SHPT	USD	700.00
OTHER HANDLING FEES	USD	350.0 X 1.0 SHPT	USD	350.00
EXPORT TRUCKING FEE	USD	6,200.0 X 1.0 SHPT	USD	6,200.00

Non VAT Amount:	USD	21,350.00
Total Amount:	USD	21,350.00

Bank Details : 工行广州中华广场支行 Account Name : 先达国际货运(上海)有限公司广州分公司

Swift Code

Account No.

CNY

ORIGINAL

E. & O.E.

Note: Payment should be made within credit period granted. 1.5% surcharge per month may be imposed for any amount overdue.

Ocean transportation services to and from the USA are provided by as agent of our affiliates ON TIME SHIPPING LINE LIMITED (FMC NO. 019976N) or OTX LOGISTICS, INC. (FMC-OTI No. 028756NF).

All transactions are subject to the Company Standard Trading Conditions (copies available on request from the Company) and which, in certain cases, exclude or limit the Company's liability and include certain indemnities benefiting the Company

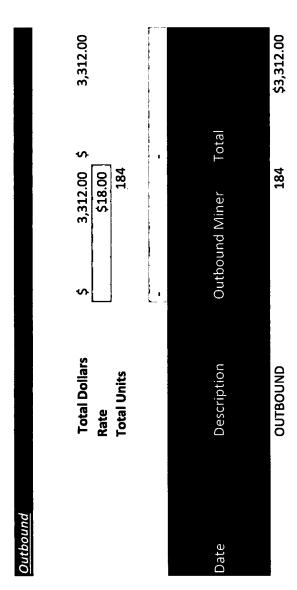
# EXHIBIT E

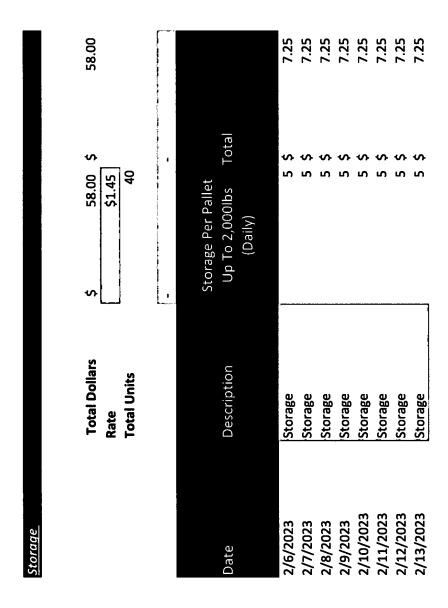


Invoice Number:	CN021023
Invoice Date:	02/10/2023
Payment Terms:	NET 30 Days
Due Date:	03/12/2023
Total Invoice:	\$3,370.00
Dates of Service:	02/06 - 02/13/23

Customer:	Customer Email:	Check Remittances:
ULUCK MINERS		MVP LOGISTICS LLC
		10205 10TH AVE N SUITE A
		PLYMOUTH, MN 55441
		MAIN: 763-390-5320
		ar@mvpship.com

Category	Description	Quantity	Rate	Total
STORAGE	Storage Per Pallet Up To 2,000lbs (Daily)	40.00	\$1.45	\$ 58.00
OUTBOUND	Outbound Miner	184.00	\$18.00	\$ 3,312.00
		3		
Payments made after due date are subject to 1.5% per month finance charge		Storage	\$	58.00
		Inbound	\$	-
	<b>_</b>	Outbound	\$	3,312.00
	<b>I</b> -	Other Services	\$	-
	<b>_</b>	Total Due	\$	3,370.00





# **EXHIBIT F**

# Case 22-90273 Document 1362-16 <u>Filed in TXSB on 12/04/23</u> Page 50 of 52



# **Apexto Technology Co., Ltd.**

Tel:+86 18774885283 (Rena) Website: https://www.apextomining.com Address: South Of 4th Floor,Block B2, Shanghe Nanchang Industrial Park, YunChang Road,Gushu ,Xixiang,Baoan, Shenzhen, Guangdong, China (Mainland) Zip:618126

		New Miner	Date:	2022/3/1	
		vew Miner			
7		1011 11111101			
	S19J Pro 110T	\$10,200	All in one	HK Stock	
<b>)-</b>	S19J pro 104T 3250W	\$8,750	All in one	HK stock	
_	S19J pro 100T 2950W	\$8,400	All in one	HK stock	
	S19J pro 96T 2832W	\$7,950	All in one	HK stock	
	S19 95T 3250W	\$7,750	All in one	HK Stock	
_	Antminer D7 1183G	\$9,000	All in one	in stock	
	T19 84t	\$7,056	All in one	HK stock	
	T19 88i	\$7,392	All in one	HK stock	
	Z15 420K	\$7,500	All in one	HK Stock	
	Antminer S19 XP 140 T 3010W	\$13,160	All in one	July Batch (HK)	
Antminer	L7 9160Mh 3225W	\$22,580	All in one	Dec. Batch (SZ)	
futures	L7 9160Mh 3225W	\$21,200	All in one	Jan. Batch (SZ)	
	S19J pro 100T	\$8,000	All in one	March, Batch (HK) MOC	
	1246 85T 38w/T	\$6,800	All in one	in stock	
Avalon	1246 87T 38w/T	\$7,000	All in one	in stock	
Addioii	1166pro 78T 42w/T	\$5,500	All in one	in stock	
	1166pro 81T 42w/T	\$5,800	All in one	in stock	
	1126 64T 50W	\$4,380	All in one	in stock	
WhatsMiner	M31S+ 80T 42W	\$5,200	All in one	HK stock(MOQ5pcs)	
	M30S+ 90T 38w	\$6,480	All in one	HK stock(MOQ5pcs)	
-	PandaMiner B7pro 360m 1050W	\$5,500	with PSU	in stock	
-	Jasminier X4 520m 250W	\$8,870	with PSU	in stock	
ļ.	Innosillicon A11 1500m 2350W	\$22,400	With PSU	Stock	
	Nvidia 170hx 184m 250w	\$3,600		early of April	
	Mini Doge 185M 300W	\$800	No PSU	in stock	
	LB Box	\$600	No PSU	in stock	
Ĺ	KD Box	\$6,500	No PSU	in stock	
	CK-BOX	\$980	No PSU	in stock	
Ĺ	HS-BOX	\$800	No PSU	in stock	
Goldshell	Ibelink K1-151,2250W	\$30,000	At in one	Stock Stock	
Goldsneil	Goldshell KD6 26.3T, 2630W	\$50,000	All in one	May Batch	
	SC IBekink S1 6.8t 2250W	\$3,950	All in one	Stock	
i	CKB Goldshell CK6 19.3T	\$12,200	With PSU	Stock	
	LTC Goldshell LT5 pro 2.455G	\$6,550	All in one	in stock	
ľ	LTC Goldshell LT6 pro 3.35G	\$10,500	All in one	in stock	
	HS5 2.7T 2.65KW	\$6,950	· All in one	in stock	
	أجيان والمتعالية والمتعارض	ond hand Mine	بتيمني بتسافي معيني والمتعافية		
<u> </u>	L3+ 504mh 800W	\$598	with PSU	in stock	
Antminer				in stock	
Virginitei	S9j/i 14.5T	\$400	with APW3	in stock	
Innosition	T17 42t	\$1,100	All in one	in stock	
Innosilicon	A10 pro 7G 720MH	\$9,550	with PSU	in stock	
	A10 pro 6G 720m	\$8,250	with PSU	in stock	
F	T2T 26T 2200W(double barrel)	\$800	All in one	în stock	
<u>_</u>					
	M20s 68t 48w /T	\$3,400	All in one	in stock	
WhatsMiner		\$3,400 \$3,250	All in one All in one	in stock	
WhatsMiner	M20s 68t 48w /T	<del></del>			

# PS:

- 1. Price can be negotiable if you have a firm order!!!
- 2. Pls. be noted the price for miners is waving every min. Our price is only valid within 1 day.Pls. chk with us again when you're ready to make payment.
- 3. Regarding the preorder, PIs be advised that the actual delivery time would be based on manufacturer's factory delivery time!!!

# Document 1362-16 Filed in TXSB on 12/04/23 Page 51 of 52 Apexto Technology Co., Ltd.



Tel:+86 15361004482 (Rena) Website: https://www.apextomining.com Address: South Of 4th Floor, Block B2, Shanghe Nanchang Industrial Park, YunChang Road, Gushu Xixiang, Baoan, Shenzhen, Guangdong, China (Mainland) Zip:518126

Į.	New Miner		
Antminer S19 XP 141 T 21 5W/T	\$5,358	All in one	HK stock
Antminer E9 2400M	\$8,000	All in one	Oct. Batch
S19a Pro 110T	\$2,640	All in one	HK stock
S19J pro 104T 3250W	\$2,392	All in one	HK stock
S19J pro 100T 2950W	\$2,100	All in one	HK stock
S19J pro 96T 2832W	\$1,920	All in one	HK stock
S19JPro 88T 2596W	\$1,760	All in one	HK Stock
T19 88t	\$1,452	All in one	HK stock
Z15 420K	\$4,100	All in one	HK stock
Antminer L7 9500M	\$10,400	All in one	Stock
Antminer L7 9050M	\$9,000	All in one	Stock
M30S 86/88/90T 38W	19U/T	All in one	HK stock
M30S+ 100/102T 34W	21U/T	All in one	HK stock
M30S+ 104/106/108T 31W	23U/T	All in one	HK stock
M50S 118T 29W	\$3,658	All in one	HK stock
1246 87T 38w/T	\$2,130	All in one	in stock
	\$1,365		in stock
			in stock
LB Box			in stock
CK-BOX	S175	No PSU	in stock
KD Box pro 2.6T 230W	S529	no psu	in stock
ibelink K1Mex 32T 3200W	\$2,750	All in one	stock
Goldshell. KD Max 40.2T 3350W	\$4,990	Ali in one	Stock
SC Goldshell SC6 SE 17T 3300W	\$4,785	With PSU	Sep Batch
Goldshell LB-Lite 1.621 1450W	\$1,088	All in one	Stock
Jasminier X4 520m 250W	\$2,599	with PSU	Stock
Jasminer X4-Q 1040m 480W		With PSU	Stock
IPollo V1 mini SE 220M	·	With PSU	Stock
	·		Stock
			Older
,		T	1400 Face
			MOQ 5pcs
		+	MOQ 5pcs
		with pc	MOQ 5pcs
Used S19 95T	\$1,680	All in one	in stock
Used S19Pro 110	\$2,140	All in one	in stock
Update Version T17 42t	\$285	All in one	in stock
A10 pro 7G 720MH	\$570	with PSU	in stock
A11 8G 1500m	\$1,420	with PSU	in stock
T2TZ 25T 2000W	\$138	All in one	in stock
T2TZ 30T 2200W	\$258	All in one	in stock
M20s 62/65/68t 48w /T	13U/T	All in one	in stock
M21s 54/56/58T 60w/T	11U/T	All in one	in stock
Avalon 1066 55T	\$650	All in one	MOQ 5pcs
	Antomer E9 2400M  S19a Pro 110T  S19J pro 104T 3250W  S19J pro 100T 2950W  S19J pro 96T 2832W  S19JPro 88T 2596W  T19 88t  Z15 420K  Antominer L7 9500M  Antominer L7 9500M  M30S 86/88/90T 38W  M30S+ 100/102T 34W  M30S+ 104/106/108T 31W  M50S 118T 29W  1246 87T 38w/T  1166pro 78T 42w/T  1166pro 78T 42w/T  LB Box  CK-BOX  KD Box pro 2.6T 230W  belink K1Mex 32T 3200W  Goldshell LB-Lite 1.62T 1450W  Jasminier X4 520m 250W  Jasminer X4-Q 1040m 480W  IPollo V1 mini SE 220M  IPollo V1 mini SE 220M  IPollo V1 mini ETH300M  Seco  Used L3+ 504mh 800W  Renew S9j/i 14-5T  Used S19 Pro 110  Update Version T17 42t  A10 pro 7G 720MH  A11 8G 1500m  T2TZ 25T 2000W  M20s 62/65/68t 48w /T  M21s 54/56/58T 60w/T	Antramer E9 2400M	### Antimmer E9 2400M

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- 2. Pls. be noted the price for miners is waving every min. Our price is only valid within 1 day.Pls. chk with us again when you're ready to make payment.
- 3. Regarding the preorder, Pls be advised that the actual delivery time would be based on manufacturer's factory delivery time!!!

E

M

Д

E

Geoff Zahm

2/24/23

**B**....

CASE MANAGER

DATE